

Iowa Department of Transportation
Purchasing Section
Contract

Contract #:5668

11 A12: HEAVY DUTY TANDEM AXLE SNOW REMOVAL TRUCKS

This agreement is between the Iowa Department of Transportation, Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and O'HALLORAN INT'L INC of PO BOX 1804 DES MOINES, IA 503051804 (hereinafter "Supplier").

1. In consideration of Two Million Three Hundred Thirty Eight Thousand Six Hundred Fifty Eight and 00/100 dollars (\$2,338,658.00) payable as set forth in the specifications. Supplier hereby agrees to furnish machinery, equipment, materials and supplies, or to provide services, all as herein specified, to be furnished as provided in the notice and instructions to bidders, and in the plans and specifications for 11 A12: HEAVY DUTY TANDEM AXLE SNOW REMOVAL TRUCKS, PER SPEC. NO./PROJ. NO. 4620, as let on DECEMBER 1, 2010 at the following agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	14	EACH	130,195.0000	0.00	1,822,730.00
	INTERNATIONAL WORKSTAR MONROE/REXROTH 8 CU YD BODY WITH HYDRAULIC HOIST--CRYSTEEL 13' HD TIPPER W/ RC580 STAINLESS STL TAILGATE SPREADER LEFT DISCHARGE--MONROE MS9660OW-LH-201-IA 140 GALLON TAILGATE MOUNTED PRE-WETTER--MONROE PW140-IA BBC 107" WB 134"				
0002	11	EACH	804.0000	0.00	8,844.00
	MERITOR FRONT AXLE 20K LB MFS-20-133A				
0003	8	EACH	2,485.0000	0.00	19,880.00
	ALLISON AUTOMATIC TRANSMISSION 3000_RDS_P				
0004	7	EACH	1,585.0000	0.00	11,095.00
	MONROE DUAL SPREADER MS966-TS-201-IA				
0005	1	EACH	526.0000	0.00	526.00
	MONROE CENTER SPREADER MS966-CD-201-IA				
0006	1	EACH	175.0000	0.00	175.00
	MONROE SPREADER RIGHT MS966-RH-201-IA				
0007	1	EACH	5,527.0000	0.00	5,527.00
	MONROE ZERO-VELOCITY SPREADER SYSTEM LEFT ACCU-PLACE-LH				
0008	1	EACH	5,527.0000	0.00	5,527.00
	MONROE ZERO-VELOCITY SPREADER SYSTEM RIGHT ACCU-PLACE-RH				
0009	1	EACH	3,721.0000	0.00	3,721.00
	MONROE WINTER COMBINATION RAILGATE LEFT RTS86X38-6-OW				

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0010	1	EACH	4,606.0000	0.00	4,606.00
					MONROE WINTER COMBINATION RAILGATE DUAL RTS86X38-6-DD
0011	7	EACH	8,436.0000	0.00	59,052.00
					MONROE ZERO-VELOCITY WINTER COMBINATION TAILGATE L RTS86X38-6-ACCU-L
0012	1	EACH	8,747.0000	0.00	8,747.00
					MONROE ZERO-VELOCITY WINTER COMBINATION TAILGATE R RTS86X38-6-ACCU-R
0013	6	EACH	9,719.0000	0.00	58,314.00
					MONROE IN-BED WEDGE RANK ANTI-ICE SYSTEM TA-900IA
0014	1	EACH	3,879.0000	0.00	3,879.00
					MONROE LIGHT DUTY MID-EXTENDABLE WING L OR R 8EXWMB-IA
0015	1	EACH	5,569.0000	0.00	5,569.00
					MONROE HEAVY DUTY MID-EXTENDABLE WING L OR R MDEX-WMB-IA
0016	2	EACH	6,925.0000	0.00	13,850.00
					MONROE MEDIUM DUTY REAR MOUNT WING MJW-8-REAR
0017	1	EACH	7,836.0000	0.00	7,836.00
					MONROE MEDIUM DUTY FRONT WING MPW-8
0018	2	EACH	8,861.0000	0.00	17,722.00
					MONROE HEAVY DUTY FRONT MOUNT WING 11' DFWMB-IA
0019	8	EACH	12,523.0000	0.00	100,184.00
					MONROE HEAVY DUTY BENCHING WING 11HDWMB-106A-DDMEX
0020	6	EACH	10,832.0000	0.00	64,992.00
					MONROE UNDERBODY SNOW PLOW FMB-11-IA
0021	8	EACH	12,884.0000	0.00	103,072.00
					MONROE ICE BLADE MS3509-IA-OSC
0022	2	EACH	0.0000	0.00	0.00
					SCHMIDT/WAUSAU SQH FRONT PLOW HITCH SYSTEM SQH
0023	2	EACH	1,913.0000	0.00	3,826.00
					INSTA-CHAIN AUTOMATIC TIRE CHAINS TA
0024	4	EACH	2,246.0000	0.00	8,984.00
					US TARP AUTOMATIC TARP 13'

2. The parties agree that the following documents shall be considered part of this contract:
 - a. Agency's notice and instruction to bidders dated DECEMBER 1, 2010;
 - b. Supplier's proposal, with attachments, if any;
 - c. "Standard Specifications for Highway and Bridge Construction", 2001 series, including special provisions;
 - d. Agency's general and detailed plans, if any; and
3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before DECEMBER 22, 2010 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before DECEMBER 22, 2011.
4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.
5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. Supplier certifies that it is not in violation of Iowa Code section 314.2.
314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.

9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
11. Additional terms:
This is a one (1) year contract with the option to renew for three (3) additional years in twelve (12) month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Office of Procurement and Distribution, Purchasing Section.

Dated _____

Iowa Department of Transportation
Operations & Finance Division
Patricia Harmeyer, Purchasing Director
(Agency)

By _____

Date _____

1-5-11

O'HALLORAN INT'L INC
(Supplier)

By _____

Date _____

12/23/10

Contract #:5668